

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF ILLINOIS**

KINGERY PRINTING COMPANY,)	
)	
Plaintiff,)	Case No.: 3:24-cv-2328
)	
vs.)	
)	
THE LAMPO GROUP, LLC a/k/a RAMSEY)	
SOLUTIONS,)	
)	
Defendant.)	

NOTICE OF REMOVAL

Pursuant to and in accordance with 28 U.S.C. §§ 1332(a), 1441, and 1446, Defendant The Lampo Group, LLC a/k/a Ramsey Solutions (“Ramsey Solutions”) hereby removes the above-captioned action from the Circuit Court of Effingham County, Illinois to the United States District Court for the Southern District of Illinois. A true and correct copy of the state-court Complaint is attached hereto as Exhibit A.

I. INTRODUCTION

1. On September 13, 2024, Plaintiff Kingery Printing Company (“Plaintiff”) commenced this action in the Circuit Court of Effingham County, Illinois, captioned *Kingery Printing Company v. The Lampo Group, LLC a/k/a Ramsey Solutions*, Case No. 2024LA39.

2. On September 17, 2024, Ramsey Solutions accepted service of the Complaint and Summons.

3. This Notice of Removal is timely filed pursuant to 28 U.S.C. § 1446(b) because it is filed within 30 days of September 17, 2024, the date on which Defendants’ counsel accepted service of the Complaint.

II. FACTUAL BACKGROUND

4. This is an action for breach of contract.

5. Plaintiff alleges Ramsey Solutions entered into a contract with Plaintiff on August 14, 2024, pursuant to which Plaintiff agreed to print 150,000 copies of a publication, and Ramsey Solutions agreed to pay Plaintiff \$404,250.00. (Ex. A ¶6.)

6. On September 6, 2024, Plaintiff alleges that Ramsey Solutions cancelled the print job. *Id.* ¶ 13.

7. Plaintiff asserts that Ramsey Solutions has breached the contract and seeks to recover \$404,250.00 in damages, as well as attorney fees and costs of suit. *Id.* at *ad damnum*.

III. GROUNDS FOR REMOVAL.

8. Federal district courts have “original jurisdiction” over all civil actions “where the matter in controversy exceeds the sum or value of \$75,000, exclusive of interests and costs, and is between citizens of different States.” 28 U.S.C. § 1332(a)(1).

9. This is a civil action over which this Court has original diversity jurisdiction pursuant to 28 U.S.C. § 1332, and the action may be removed to this Court under the provisions of 28 U.S.C. § 1441(a), because the action involves citizens of different states and the amount in controversy exceeds \$75,000, exclusive of interests and costs.

A. Complete Diversity Exists Between Plaintiff and Defendant.

10. Diversity jurisdiction “require[s] complete diversity of citizenship,” *i.e.*, “the citizenship of each plaintiff” must be “diverse from the citizenship of each defendant.” *Caterpillar Inc. v. Lewis*, 519 U.S. 61, 68 (1996). Accordingly, “no plaintiff” can be “a citizen of the same state as any defendant.” *Altom Transport, Inc. v. Westchester Fire Ins. Co.*, 823 F.3d 416, 420 (7th Cir. 2016).

11. For diversity purposes, a corporation is a citizen of “any State by which it has been incorporated and of the State where it has its principal place of business.” 28 U.S.C. § 1332(c)(1). The citizenship of a limited liability company is the citizenship of each of its members. *LaRoe v. Cassens & Sons, Inc.*, 472 F. Supp. 2d 1039, 1040 (S.D. Ill. 2006).

12. Here, all requirements are met because Plaintiff is a citizen of Illinois, and Ramsey Solutions is a citizen of Tennessee.

1. Plaintiff Is a Citizen of Illinois.

13. Plaintiff is incorporated in the State of Illinois. (Ex. A ¶ 1).

14. Plaintiff’s principal place of business is in Effingham, Illinois. (*Id.*)

15. Accordingly, Plaintiff is a citizen of Illinois for purposes of determining diversity jurisdiction. 28 U.S.C. § 1332(c)(1).

2. Ramsey Solutions Is A Citizen of Tennessee.

16. Ramsey Solutions is a limited liability company with its principal place of business at 1011 Reams Fleming Boulevard, Franklin, Tennessee. (Ex. A ¶ 3).

17. The members of Ramsey Solutions are The Lampo Trust u/a/d December 18, 2015 and the David L. Ramsey, III Children’s Trust u/a/d December 18, 2015.

18. The trustees and beneficiaries of The Lampo Trust and the David L. Ramsey, III Children’s Trust are all citizens of the State of Tennessee.

19. Thus, Ramsey Solutions is a citizen of Tennessee for purposes of diversity jurisdiction.

B. Amount in Controversy is Satisfied.

20. Removal based on diversity of citizenship is proper if the amount in controversy exceeds \$75,000. 28 U.S.C. § 1332(a).

21. Plaintiffs alleged damages of \$404,250.00 and also seek attorney fees, and costs of suit, which exceed the \$75,000 amount-in-controversy threshold. Ex. A *ad damnum*.

IV. VENUE

22. This lawsuit may be removed to the United States District Court for the Southern District of Illinois pursuant to 28 U.S.C. §§ 1332(a)(1) and 1441(a).

23. “[A]ny civil action brought in a State court of which the district courts of the United States have original jurisdiction, may be removed by the defendant or defendants, to the district court of the United States for the district and division embracing the place where such action is pending.” 28 U.S.C. § 1441(a).

24. Venue is proper because the Southern District of Illinois encompasses the Circuit Court of Effingham County, Illinois, where the action was originally filed and is currently pending. 28 U.S.C. § 93(a)(1).

V. OTHER REMOVAL REQUIREMENTS

25. In accordance with 28 U.S.C. § 1446(a), Ramsey Solutions has attached hereto as Exhibit B true and accurate copies of all process, pleadings, and orders either existing on file in the State Court in this action or otherwise served on Ramsey Solutions and counsel of record.

26. Ramsey Solutions will promptly serve Plaintiff with this Notice of Removal and will promptly file a copy of this Notice of Removal with the Clerk of the Circuit Court of Effingham County, Illinois, as required under 28 U.S.C. § 1446(d).

27. Included with this Notice of Removal is the filing fee required by 28 U.S.C. § 1914.

28. Nothing in this Notice of Removal shall be interpreted as a waiver or relinquishment of Ramsey Solutions' rights to assert any defense or affirmative matter, including statutes of limitations, jurisdictional, and venue defenses, and defenses related to service. Nor shall it be construed as an admission of liability or that Plaintiff is entitled to any damages or other relief.

WHEREFORE, Ramsey Solutions respectfully requests that the above action now pending in the Circuit Court of Effingham County, Illinois, Case No. 2024LA39, be removed to the United States District Court for the Southern District of Illinois.

Dated: October 16, 2024

Respectfully submitted,

By: /s/ Scott T. Schutte
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a/k/a Ramsey Solutions*

CERTIFICATE OF SERVICE

I, Scott T. Schutte, an attorney, certify that I filed the foregoing using the Court's ECF system, which will cause a true and correct copy of the same to be served electronically on all ECF-registered counsel of record on this 16th day of October, 2024.

/s/ Scott T. Schutte

Scott T. Schutte